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16 **UNITED STATES DISTRICT COURT**
17 **EASTERN DISTRICT OF CALIFORNIA**

18 CHRISTIAN LOVGREN and GINA
19 CUNEO, on behalf of the State of
California, as a private attorney general,

20 Plaintiffs,
21 v.
22 ENLOE MEDICAL CENTER, a
23 California; and Does 1 through 50,
Inclusive,
24 Defendants.

Case No. 2:24-cv-01133-WBS-DMC
[PAGA Action]

**JOINT NOTICE OF CONDITIONAL
SETTLEMENT;**
**STIPULATION TO VACATE
HEARING DATES/DEADLINES;**
ORDER

Judge: Hon. William B. Shubb
Courtroom: 5, 14th Floor

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13 ENLOE MEDICAL CENTER
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1 Plaintiffs Christian Lovgren and Gina Cuneo (“Plaintiffs”) and Defendant
2 Enloe Medical Center (“Defendant”) (collectively, the “Parties”), by and through
3 their respective counsel of record, hereby notify the Court that the Parties Class
4 reached a settlement in the above-entitled PAGA Action, along with the related
5 Class Action, Case No. 2:24-cv-01134-WBS-DMC, which is conditioned on the
6 Court’s approval.

7 Further, pursuant to the terms of the Parties’ settlement, the parties hereby
8 stipulate and agree as follows:

9 WHEREAS, Plaintiffs filed this PAGA Representative Action complaint on
10 February 12, 2024, Butte County Court Case No. 24CV00490, which was removed
11 to Eastern District of California, Case No. 2:24-cv-01133-WBS-DMC. (the
12 “*Lovgren* PAGA Action”);

13 WHEREAS, Plaintiffs filed a separate Class Action complaint on January 18,
14 2024, Butte County Court Case No. 24CV00200, which was removed to Eastern
15 District of California, Case No. 2:24-cv-01134-WBS-DMC. (the “*Lovgren* Class
16 Action”);

17 WHEREAS, the Parties settled the case after a private mediation on January
18 21, 2025, with experienced wage and hour mediator Steven Serratore, which
19 resulted in a global settlement of the *Lovgren* Class Action and the *Lovgren*
20 PAGA Action;

21 WHEREAS, the Parties agree that all pending hearing dates and deadlines,
22 including, but not limited to, Plaintiffs’ Motion to Remand, shall be vacated;

23 WHEREAS, pursuant to the Parties’ executed Memorandum of
24 Understanding (“MOU”), the Parties agree, subject to Court approval, to: (1) remand the *Lovgren* Class Action to the Butte County Superior Court; (2) file a First Amended Class and Representative Action Complaint (“FAC”) in the *Lovgren* Class Action to include the PAGA claims from the *Lovgren* PAGA

1 Action; (3) dismiss the *Lovegren* PAGA Action without prejudice (once the FAC is
2 filed in the *Lovegren* Class Action); and (4) seek approval in State Court; and

3 WHEREAS, pursuant to the Parties' MOU, the Parties further agree if the
4 Butte County Superior Court in the *Lovegren* Class Action does not grant final
5 approval of the settlement and enter judgement, the Parties agree that the status quo
6 before settlement of the *Lovegren* Class Action and *Lovegren* PAGA Action claims
7 is restored. At Defendant's option, the action will be returned to the Eastern District
8 of California, and Plaintiffs will not challenge the removal on timeliness grounds.
9 However, Plaintiffs, at their option, can re-file a remand motion on other grounds.

10 NOW, THEREFORE, based upon the foregoing, the Parties, by and through
11 their respective undersigned counsel of record, hereby stipulate and agree as
12 follows:

- 13 1. The above recitals are in an integral part of and provide the foundation for
14 this stipulation;
- 15 2. All hearing dates and deadlines in the *Lovegren* PAGA Action shall be
16 vacated;

17
18 Dated: March 04, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

20 By: /s/ Jeffrey S. Herman (Authorized on 3/4/2025)
21 Jeffrey S. Herman
Trevor G. Moran
Attorney for Plaintiffs

23 Dated: March 04, 2025

LITTLER MENDELSON, P.C.

24 By: /s/ Barbara A. Blackburn (Authorized on 3/4/2025)
25 Barbara A. Blackburn
Douglas L. Ropel
Attorney for Defendant

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ORDER

7 By stipulation of the Parties, and for good cause shown, the Court hereby
8 Orders as follows:

11 | IT IS SO ORDERED.

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Dated: March 10, 2025

William B. Shubb
WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE